

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE MIDDLE DISTRICT OF ALABAMA**  
**NORTHERN DIVISION**

**AMERICAN GENERAL LIFE  
INSURANCE COMPANY,  
Plaintiff.**

V.

**FREIGHT PRO. INC., and  
THE ESTATE OF JAMES B.  
PINCKARD,**  
Defendants.

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CIVIL ACTION NO.  
2:06cv151-MHT

**ANSWER**

Comes now the Defendant, Estate of James B. Pinckard, deceased, and for Answer to the Plaintiff's Complaint and Amended Complaint, says as follows:

1. Defendant admits to the allegations of Paragraph 1.
2. The Estate of James B. Pinckard is Probated in Pike County, Alabama.
3. Defendant admits to the allegations of Paragraph 3.
4. Defendant admits to the allegations of Paragraph 4.
5. Defendant admits to the allegations of Paragraph 5
6. Defendant admits to the allegations of Paragraph 6.
7. Defendant admits to the allegations of Paragraph 7.
8. Defendant admits to the allegations of Paragraph 8.
9. Defendant admits to the allegations of Paragraph 9.
10. Defendant admits to the allegations of Paragraph 10.
11. Defendant admits to the allegations of Paragraph 11.
12. Defendant denies the allegations of Paragraph 12.
13. Defendant admits to the allegations of Paragraph 13.
14. Defendant admits to the allegations of Paragraph 14.
15. Defendant admits to the allegations of Paragraph 15.
16. Defendant admits to the allegations of Paragraph 16.

17. Defendant admits to the allegations of Paragraph 17.
18. Defendant admits to the allegations of Paragraph 18.
19. Defendant denies the allegations of Paragraph 19.
20. Defendant admits to the allegations of Paragraph 20.
21. Defendant admits to the allegations of Paragraph 21.

### **CROSS-CLAIM**

Defendant, Estate of James B. Pinckard ("Pinckard"), hereby files this Cross-Claim against Freight Pro., Inc. and states as follows:

1. Freight Pro is a defunct entity and has not operated in any form for many years.
2. The subject life insurance policy was acquired by James B. Pinckard who was the President and sole shareholder of Freight Pro.
3. The insurance was acquired as "key man" insurance, but it was intended to be paid to Freight Pro as beneficiary in the event Freight Pro was a going concern.
4. James B. Pinckard during his lifetime and subsequent to the demise of Freight Pro simply failed to change the beneficiary to his estate.
5. It was never the intent of the parties for Freight Pro to continue as beneficiary in the event it ceased its business operations.
6. Pinckard is entitled to the insurance proceeds, plus interest, and other benefits payable thereunder.

WHEREFORE, THE PREMISES CONSIDERED, Pinckard demands judgment against Freight Pro., Inc. for receipt of the insurance proceeds made the subject of this litigation and that Pinckard be awarded such other and additional relief to which it may be entitled.

/s/ Allen C. Jones  
Attorney for Defendant

202 W. Walnut Street  
Troy, Alabama 36081  
334-566-3605

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing document has been electronically filed this the 17<sup>th</sup> day of March, 2006.

Maynard, Cooper, & Gale, P.C.  
1901 6<sup>th</sup> Avenue North  
Suite 2400, AmSouth/Harbert Plaza  
Birmingham, Alabama 35203-2618

Freight Pro. Inc.  
c/o its Registered Agent  
John R. Wilson 2320 Lower Wetumpka Road  
Montgomery, Alabama 36110

/s/ Allen C. Jones